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*Attorneys for Plaintiff:*  
*Federal National Mortgage Association*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION,

Plaintiff,

v.

JAYEM FAMILY, LP,

Defendant.

Case No. 2:17-cv-01582-MMD-NJK

**STIPULATION AND ORDER**

Plaintiff FEDERAL NATIONAL MORTGAGE ASSOCIATION (“Fannie Mae”), and Defendant JAYEM FAMILY, LP (“Jayem”) (collectively hereinafter referred to as the “Parties”), by and through their respective counsel of record, hereby stipulate and agree as follows.

1. The above-captioned action concerns title to real property commonly known as 3975 North Hualapai Way, Unit 256, Las Vegas, Nevada 89129 – APN 137-12-516-048 – (the “Property”) and further legally described as stated in that Deed of Trust recorded on April 17, 2007 as document/instrument number 20070417-0001893 in the Office of the Clark County Recorder (the “Deed of Trust”).

2. Fannie Mae and Jayem have entered into a separate Settlement Agreement and Release (the “Agreement”) as a matter of compromise to adjudicate their respective interest in and/or to the Subject Property.

3. Pursuant to the Agreement, it is hereby stipulated and agreed Jayem is the owner of the Property by way of a homeowners association foreclosure sale occurring on or about

1 August 19, 2014 as reflected in that Foreclosure Deed recorded on August 20, 2014 as  
2 document/instrument number 20140820-0001371 (the "HOA Sale").

3 4. Pursuant to the Agreement, it is hereby stipulated and agreed that Fannie Mae is  
4 the owner and record beneficiary of the Deed of Trust, that the Deed of Trust continues to  
5 encumber the Property, and that the Deed of Trust was not extinguished by the HOA Sale.

6 5. Pursuant to the Agreement, it is hereby stipulated and agreed that Jayem's  
7 ownership interest in the Property is subject to the Deed of Trust, and that Fannie Mae – as well  
8 as its servicers and/or its successors and assigns – is entitled to foreclose on the Deed of Trust.

9 6. Pursuant to the Agreement, it is hereby stipulated and agreed that Jayem will  
10 receive the surplus funds or excess proceeds from the HOA Sale in the amount of \$22,282.00,  
11 currently held by Absolute Collection Services, LLC, and that Absolute Collection Services,  
12 LLC is hereby ordered to immediately pay the surplus funds or excess proceeds to Jayem.

13 7. Pursuant to the Agreement, the Parties hereby submit this Stipulation and Order  
14 for the Court to adopt as a final order, judgment and decree of the above-captioned action, with  
15 each party to bear their own attorney's fees and costs as to each other.

16 **IT IS SO STIPULATED AND AGREED.**

17 Dated: June 7, 2018

18 ALDRIDGE PITE, LLP

19 /s/ Jory C. Garabedian

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21 Jory C. Garabedian  
22 Nevada Bar No. 10352  
Attorney for Plaintiff  
Federal National Mortgage Association

TAKOS LAW GROUP, LTD.

/s/ Zachary P. Takos

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Zachary P. Takos  
Nevada Bar No. 11293  
Attorney for Defendant  
Jayem Family, LP

23 **IT IS SO ORDERED:**

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25 \_\_\_\_\_  
26 U.S. DISTRICT COURT JUDGE

27 DATED: June 7, 2018  
28 \_\_\_\_\_